

# DOOR COUNTY WISCONSIN



## FORECLOSURE PROPERTIES

To be sold by sealed bid at the December  
Finance Committee Meeting

**BIDS DUE: December 5, 2014**

<u>PROPERTY AVAILABLE</u>	<u>MINIMUM BID</u>
<b>Town of Nasewaupee</b> 020-01-01272533G – Residence at 6684 County Road C	\$48,000.00
<b>City of Sturgeon Bay</b> 281-24-03010800– Residence at 1025 Rhode Island Street	\$38,000.00
<b>City of Sturgeon Bay</b> 281-40-36071200 – Lot on Jaycee Court	\$24,900.00
<b>City of Sturgeon Bay</b> 281-40-95004700 – Lot in Purves Lagoon	\$46,500.00

Jay Zahn  
Door County Treasurer  
421 Nebraska Street  
Sturgeon Bay, WI 54235  
(920) 746-2286  
jzahn@co.door.wi.us

## DISCLAIMER

DOOR COUNTY DOES NOT WARRANTY OR GUARANTY THE ACCURACY OF ANY INFORMATION CONTAINED WITHIN THIS PAMPHLET CONCERNING THE SUBJECT REAL ESTATE. DOOR COUNTY MAKES NO REPRESENTATIONS AS TO ZONING AND PLANNING LAWS OR REGULATIONS, LAND USE, DIMENSIONS OR ACTUAL LEGAL BOUNDARIES OF THE LAND, ACCESS TO THE LAND, TOPOGRAPHY OF THE LAND, DRAINAGE PATTERNS OF THE LAND AND NEIGHBORING PROPERTIES, WETLANDS ON THE PROPERTY, FLOODPLAIN AREAS, SOIL TYPE OR QUALITY, WATER SUPPLY OR QUALITY, OR OTHER NATURAL OR MAN-MADE FEATURES OR CHARACTERISTICS OF THE REAL ESTATE. DOOR COUNTY MAKES NO REPRESENTATIONS AS TO THE AVAILABILITY OF COMMUNITY SERVICES SUCH AS SEWAGE DISPOSAL, WASTE DISPOSAL, ELECTRICITY, NATURAL GAS/FUEL OIL/PROPANE GAS, ROAD MAINTENANCE, SNOW PLOWING, POLICE PROTECTION, FIRE PROTECTION OR OTHER SERVICES OR CONVENIENCES. DOOR COUNTY WILL NOT UNDERTAKE THE RESPONSIBILITY FOR INSPECTION, REPLACEMENT, REPAIR, REMEDIATION AND/OR CLEAN UP OF WELLS, SEPTIC SYSTEMS, HOLDING TANKS, MOUND SYSTEMS, STRUCTURES, ENVIRONMENTAL HAZARDS OR POLLUTION, OR HAZARDOUS WASTE OR MATERIALS LOCATED OVER, BENEATH, IN OR ON THE REAL ESTATE. ***THIS REAL ESTATE IS SOLD "AS IS", AND BUYER MUST TRUST TO HER/HIS OWN INSPECTION.***

DOOR COUNTY TREASURER  
JAY ZAHN

## SALE OF TAX DELINQUENT REAL ESTATE

Door County through its Finance Committee will sell the parcels of property contained in this booklet in accordance with Section §75.69 Wisconsin Statutes.

### Terms of the Sale:

Bids must be legibly printed or type written on the approved bid form. Bidders' performance may not be dependent on the happening of a contingency (e.g. financing, sale of real estate, etc.). Each bidder must submit, with each bid, a certified check, cashier's check or money order payable to the "County of Door" in a sum equal to ten percent (10%) of the bid price. Bids and deposits must be sealed in an opaque envelope labeled "Bid for Tax Delinquent Real Estate – Parcel Number \_\_\_\_\_". Bids and deposits must be received no later than **4:30 p.m. on Friday, December 5, 2014** at the Door County Treasurer's Office, 421 Nebraska Street, Sturgeon Bay, WI 54235. Bids will be submitted to the Door County Finance Committee and will be opened and considered at the Finance Committee's December 2014, meeting at the Door County Government Center, 421 Nebraska Street, Sturgeon Bay, Wisconsin. Bids and deposits not timely received will not be accepted.

Successful bidder(s) must pay balance of purchase price within thirty (30) days of acceptance. If the successful bidder fails to perform, for any reason, the deposit shall not be refunded.

The real estate shall be sold "as is", and Buyer must trust to her/his own inspection. Door County makes no representations as to zoning and planning laws or regulations, land use, dimensions or actual legal boundaries of the land, access to the land, topography of the land,

drainage patterns of the land and neighboring properties, wetlands on the property, floodplain areas, soil type or quality, water supply or quality, or other natural or man-made features or characteristics of the real estate.

Door County makes no representations as to the availability of community services such as sewage disposal, waste disposal, electricity, natural gas/fuel oil/propane gas, road maintenance, snow plowing, police protection, fire protection or other services or conveniences. Door County will not undertake the responsibility for inspection, replacement, repair, remediation and/or clean up of wells, septic systems, holding tanks, mound systems, structures, environmental hazards or pollution, or hazardous waste or materials located over, beneath, in or on the real estate.

No abstract of title, title insurance or survey will be provided by Door County.

The Buyer shall have an evaluation of any existing private onsite wastewater treatment system completed and written report submitted to the Door County Sanitarian's Department within 15 days of the date of the scheduled closing.

Any person who was the owner of any right, title or interest in land which was lost by foreclosure of tax lien(s) by action in rem may, within two (2) years [and within six (6) years in the case of fraud] from the date of entry of such judgment commence an action to set aside the judgment pursuant to and in accordance with Section §75.521 Wisconsin Statutes.

If this sale is set aside for any reason in the future, Door County's liability to Buyer is limited to the return of the purchase price. Buyer shall have no further recourse against Door County.

The Door County Finance Committee reserves the right to reject any and all bids or to accept those it deems in good faith to be most advantageous to Door County.

The Door County Finance Committee reserves the right to waive irregularities, informalities and technical defects in bid proposals. Every bid less than the appraised value of the property shall be rejected the first time real estate is advertised for sale.

Criteria used by the Finance Committee in determining the acceptance of a bid may include:

1. Adequacy of the bid price
2. The proposed use of the real estate
3. Whether the land will be subject to real estate taxes.
4. The sale which is most advantageous to Door County.

The Door County Finance Committee may give preferential consideration to bids submitted by former owners or his/her heirs, or adjacent property owners.

If the Finance Committee determines that two (2) or more of the bids are acceptable, the bid prices are equal, all criteria is met and either or all sales would be equally advantageous to the County, the sale of said property will be determined by "lots" with the winner being awarded the parcel at the price they bid.

Conveyance shall be by quit claim deed. The Bidder shall be the Grantee.

Bid forms are available from the Door County Treasurer's Office.

**Parcel 020-01-01272533G (Town of Nasewaupee)**

**Location:** This property is located just west of the City of Sturgeon Bay. It is located at 6684 County C in the Town of Nasewaupee. It is on the north side of the road just before the Cherryland Airport.

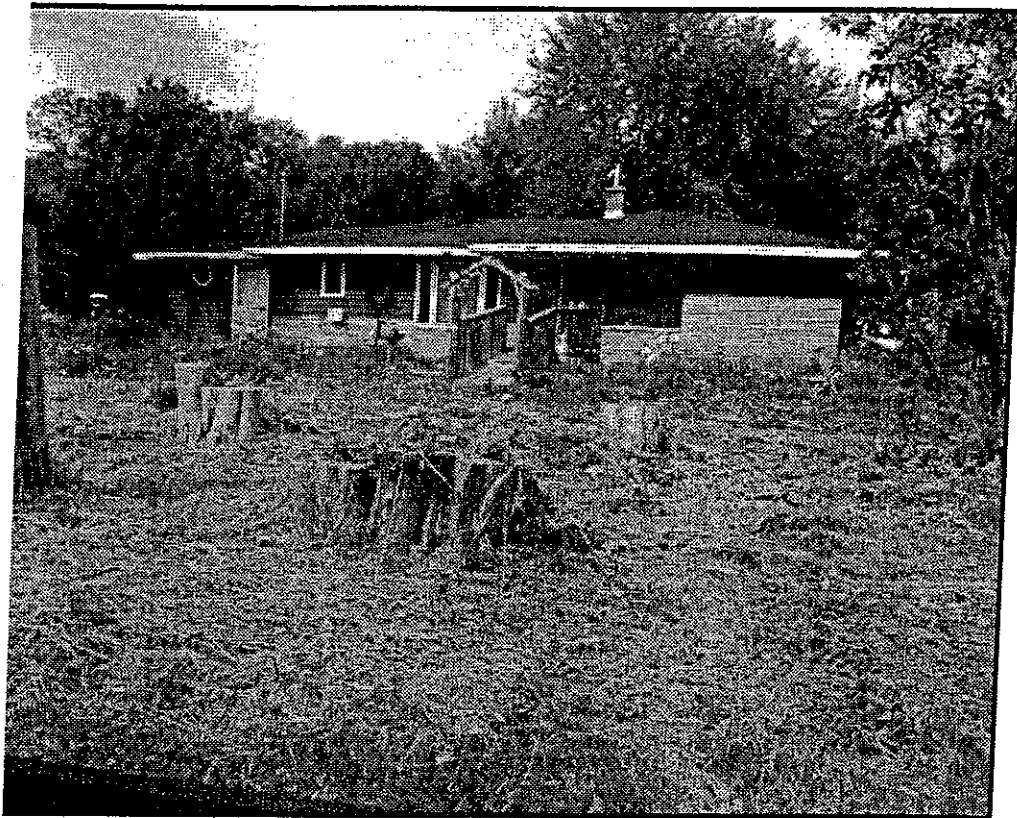
**Description/Characteristics:** The property is described as a 53 year old ranch style home of just over 1600 square feet. It is in fair to poor in condition. There has been deferred maintenance and there may be structural issues as indicated by the sagging roof and condition of the foundation. It appears that an attempt may have been made to convert it to a multifamily home. The home has a living room, kitchen, dining area, den, two bedrooms and two full baths. There is a crawl space foundation and it is heated by forced air heat. There is a rear concrete patio and side deck.

**Assessed Value for 2013 Taxes: \$125,800**

**2013 Taxes: \$1,862.74**

**Fair Market Value for 2013: \$119,600**

**Appraised Value: \$48,000 (MINIMUM BID REQUIRED)**



**Parcel 281-24-03010800 (City of Sturgeon Bay)**

**Location:** This property is located at 1025 Rhode Island Street, Sturgeon Bay.

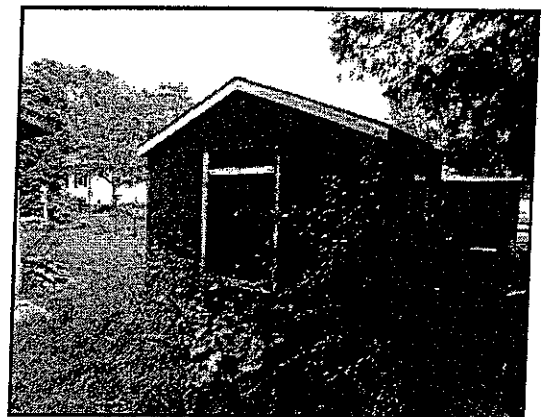
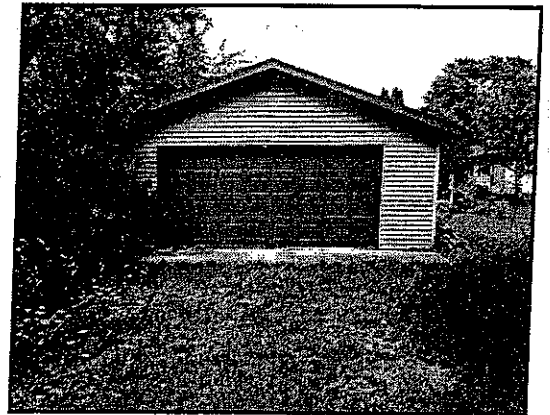
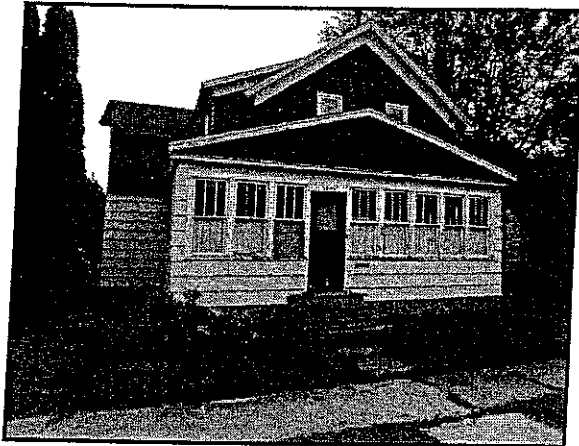
**Description/Characteristics:** This property is a two story home about 74 years old. Condition is termed as fair to poor. There is a somewhat newer addition in the rear of the home. The roof is in poor condition and would need to be replaced. The property also has an unattached two car garage and a small garden shed. Utilities are currently disconnected. Heat for the home is by a wall furnace on the first floor and a space heater on the upper floor.

**Assessed Value for 2013 Taxes: \$83,900**

**2013 Taxes: \$1774.30**

**Fair Market Value for 2013: \$81,400**

**Appraised Value: \$38,000 (MINIMUM BID REQUIRED)**





**Parcel 281-40-95004700 (City of Sturgeon Bay)**

**Location:** The property is a vacant lot at the corner of East Walnut Place and East Walnut Drive in the Purves Lagoon Subdivision of the City of Sturgeon Bay. To locate the property take Highway 42-57 on the west side of Sturgeon Bay and turn north on Quarterdeck Lane in the Purves Lagoon Subdivision. Turn right on Circle Ridge Place and then left onto South Ridgeway Drive. When the street turns into East Walnut Drive, you will find the property at the corner of East Walnut Drive and East Walnut Place. It abuts homes at 607 East Walnut Place and 534 East Walnut Place.

**Description/Characteristics:** This property is a corner lot and is .27 acres in size. It has some trees on the property. It is a residential lot and includes dock space 31 and a 1/73<sup>rd</sup> interest in the common area of Purves Lagoon.

**Assessed Value for 2013 Taxes:** \$61,500

**2013 Taxes:** \$1,261.02

**Fair Market Value for 2013:** \$59,700

**Appraised Value:** \$46,500 (MINIMUM BID REQUIRED)



## BID AND PURCHASE AGREEMENT

I, We \_\_\_\_\_

adult(s) residing at \_\_\_\_\_

\_\_\_\_\_ ("Purchaser") hereby agree to purchase

Parcel Number \_\_\_\_\_ from the County of Door subject to the terms and conditions set forth herein.

1. The purchase price for the real estate shall be \$ \_\_\_\_\_. Purchaser agrees to pay the purchase price (less deposit) in cash or by certified check or bank draft within 30 days of acceptance of this Bid and Purchase Agreement by the County of Door.
2. Purchasers' performance may not be dependent on the happening of a contingency (e.g. financing, sale of real estate, etc.).
3. A deposit, in the form of a certified check, cashier's check, or money order payable to the "County of Door", in a sum equal to ten percent (10%) of the purchase price, must accompany this Bid and Purchase Agreement. If this Bid and Purchase Agreement is accepted by the County of Door and the Purchaser defaults, Purchaser shall forfeit this sum to the County of Door.
4. Conveyance shall be by quit claim deed. A quit claim deed passes any title, interest or claim which the grantor may have in the real estate, but does not profess that such title is valid, nor contains any warranty or guaranty of title. Purchaser shall be the grantee.
5. No abstract of title, title insurance, or survey will be provided by the County of Door to Purchaser.
6. The real estate shall be sold "as is", and Purchaser must trust to her/his own inspection. Door County makes no representations as to zoning and planning laws or regulations, land use, dimensions or actual legal boundaries of the land, access to the land, topography of the land, drainage patterns of the land and neighboring properties, wetlands on the property, floodplain areas, soil type or quality, water supply or quality, or other natural or man-made features or characteristics of the real estate. Door County makes no representations as to the availability of community services such as sewage disposal, waste disposal, electricity, natural gas/fuel oil/propane gas, road maintenance, snow plowing, police protection, fire protection or other services or conveniences. Door County will not undertake the responsibility for inspection, replacement, repair, remediation and/or clean up of wells, septic systems, holding tanks, mound systems, structures, environmental hazards or pollution, or hazardous waste or materials located over, beneath, in or on the real estate.
7. The Purchaser shall have an evaluation of any existing private onsite wastewater treatment system completed and written report submitted to the Door County Sanitarian's Department within 15 days of the date of the scheduled closing.
8. Purchaser is aware that any person who was the owner of any right, title or interest in land which was lost by foreclosure of tax lien(s) by action in rem may, within two (2) years in cases other than fraud [and within six (6) years in the case of fraud] from the date of entry of such judgment commence an action to set aside the judgment pursuant to and in accordance with Section §75.521 Wisconsin Statutes.



9. If this sale is set aside for any reason in the future, the County of Door's liability to Purchaser is limited to the return of the purchase price. Purchaser shall have no further recourse against the County of Door.
10. The County of Door reserves the right to reject any and all bids or to accept those it deems in good faith to be most advantageous to the County of Door. Every bid less than the appraised value of the property shall be rejected the first time real estate is advertised for sale.

Criteria used by the County of Door in determining the acceptance of a bid may include:

1. Adequacy of the bid price
2. The proposed use of the real estate
3. Whether the land will be subject to real estate taxes
4. The sale which is most advantageous to Door County

The County of Door may give preferential consideration to bids submitted by former owners or his/her heirs, or adjacent property owners.

11. If the County of Door determines that two (2) or more of the bids are acceptable, the bid prices are equal, all criteria is met and either or all sales would be equally advantageous to the County, the sale of said property will be determined by "lots" with the winner being awarded the parcel at the price they bid.
12. Any time constraint set forth herein may be extended at the discretion of the County of Door.
13. The County of Door reserves the right to waive irregularities, informalities and technical defects in bid proposals.
14. This Bid and Purchase Agreement constitutes the entire agreement between the Purchaser and County of Door, and no oral statements or promises shall be valid or binding.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

### BIDDER(S)/PURCHASER(S)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

\*\*\*This Bid and Purchase Agreement must be fully completed, legibly written or typed, and may not be altered. This Bid and Purchase Agreement, and deposit, must be sealed in an opaque envelope, labeled "Bid for Tax Delinquent Real Estate – Parcel No. \_\_\_\_\_" and timely delivered to and received by the Door County Treasurer's Office, 421 Nebraska Street, Sturgeon Bay, Wisconsin 54235.